

On the 21st day of December, 1850, other parties came in by petition, and were made parties complainants to the bill, alleging themselves to be creditors of the said Elizabeth Osborne, and on the 4th of June, 1851, an amended bill was filed, by which the complainants in addition, allege that the several deeds impeached, were not, nor was either of them, executed, *bona fide*, by said Osborne, and that, even if there was in fact any consideration for said deeds, or either of them, they nevertheless were, and each one of them was, made and executed fraudulently, and covinously, with intent to disturb, delay, hinder and defraud the said complainants, and other creditors of said Osborne, in and of their just and lawful debts and actions, and that said Samuel H. Goldsmith fraudulently confederated with the said Osborne therefor. It was agreed, that said amended bill might be filed and treated as an amendment of April 1, 1851, filed by the whole of the parties, originally complainants, and subsequently made so, or applying to be made so, and that the answer of the defendant already filed, should be taken as an answer to said amended bill, &c.

Amongst other evidence taken under the commission, was the testimony of Grafton D. Spurrier, who stated that he was a conveyancer in the years 1841, 1842 and 1844. That in 1842, he prepared in his office, the mortgage exhibit, No. 2. That in 1844 he prepared the deed exhibit, No. 3. That when the mortgage was prepared, said Osborne and said Goldsmith were both present at his office, and the instructions for its preparation were given to the witness in the presence and hearing of both. That as regards the deed, No. 3, Goldsmith first called and told witness, that Elizabeth Osborne would call on him, (witness) about said deed, which she did, and gave deponent instructions as to its preparation. When Goldsmith came, he said that such a deed was to be prepared, and, that Betsy Osborne would call and give deponent instructions about it. He cannot speak positively as to any conversation at the time of executing the mortgage, except the taking of the memoranda for the preparation of it, which were acquiesced in by both parties. As to deed No. 3, his recollection is distinct. When